

1 C. D. Michel - S.B.N. 144258
Don B. Kates - S.B.N. 39193
2 Jason A. Davis - S.B.N. 222250
Clinton B. Monfort - S.B.N. 255609
3 TRUTANICH • MICHEL, LLP
180 E. Ocean Boulevard, Suite 200
4 Long Beach, CA 90802
Telephone: 562-216-4444
5 Facsimile: 562-216-4445
Email: cmichel@tmlp.com
6

7 Attorneys for Plaintiffs

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

11 GUY MONTAG DOE, NATIONAL
RIFLE ASSOCIATION OF
12 AMERICA, INC., CITIZENS
COMMITTEE FOR THE RIGHT TO
13 KEEP AND BEAR ARMS,

14 Plaintiffs

15 vs.

16 SAN FRANCISCO HOUSING
AUTHORITY, HENRY ALVAREZ
17 III, IN HIS OFFICIAL CAPACITY,
JOHN STEWART COMPANY, AND
18 DOES 1-10,

19 Defendants.
20
21
22
23

CASE NO. CV-08-03112 TEH

**STIPULATION RE SETTLEMENT
AND DISMISSAL OF DEFENDANTS
SAN FRANCISCO HOUSING
AUTHORITY AND HENRY
ALVAREZ III WITHOUT
PREJUDICE**

24 **WHEREAS:**

25 In 2005 Defendant San Francisco Housing Authority ("SFHA")
26 formally amended its Model Lease Agreement to prohibit the possession of
27 firearms and ammunition in the home by residents of public housing in the City
28 and County of San Francisco. SFHA's policies are set forth in the current San

1 Francisco Housing Authority Model Lease Agreement ("MLA") at paragraphs 14
2 and 15. (A true and correct copy of SFHA's current Model Lease Agreement is
3 attached hereto as Exhibit "A.")

4 **NOW THEREFORE, THE PARTIES STIPULATE AS FOLLOWS:**

5 1. Plaintiffs shall and hereby do dismiss Defendants San Francisco
6 Housing Authority and Henry Alvarez III from the above captioned lawsuit
7 without prejudice.

8 2. The parties agree to a mutual waiver of all fees and costs incurred in
9 this litigation.

10 3. The parties further agree that this Court shall retain jurisdiction over
11 the parties to enforce the settlement until the parties have performed the terms of
12 this agreement in full.

13

14 **Obligations of Defendant San Francisco Housing Authority**

15 1. Effective immediately, Defendant SFHA shall not at any time enforce
16 the provisions of paragraph 14 of the MLA relating to the lawful possession of
17 ammunition.

18 2. Defendant SFHA shall not at any time mandate, require, encourage, or
19 otherwise allow enforcement of the provisions of paragraph 14 of the MLA,
20 relating to the lawful possession of ammunition, by any of SFHA's employees or
21 agents, or by any property manager or administrator of any public housing
22 development owned or controlled by SFHA.

23 3. Defendant SFHA shall not at any time enforce the provisions of
24 paragraph 15 of the MLA relating to the lawful possession of firearms and other
25 arms or weapons.

26 4. Defendant SFHA shall not at any time mandate, require, encourage, or
27 otherwise allow enforcement of the provisions of paragraph 15 of the MLA,
28 relating to the lawful possession of firearms and other arms or weapons, by any of

1 SFHA's employees, agents, or by any property manager or administrator of any
2 public housing development owned or controlled by SFHA.

3 5. Defendant SFHA hereby agrees to, and shall formally, amend
4 paragraphs 14 and 15 of its Model Lease Agreement by no later than November 1,
5 2009, to provide as follows:

6 "14. (I) FIRE SAFETY

7 (A) Unlawfully storing, unlawfully keeping, or unlawfully
8 possessing, any ammunition, explosives, fireworks, flammable or
9 other hazardous materials in or around the Residence or Development
10 by a Household Member, guest, or other person under the control of a
11 Household Member, is strictly prohibited.

12 (B) No gas powered vehicles or equipment shall be allowed in or
13 around the Residence. No explosives or fireworks of any kind shall be
14 possessed or exploded on or about the Residence or Development.
15 Tenant shall use reasonable precautions to avoid causing a fire,
16 including but not limited to refraining from smoking in bed, failing to
17 control lit materials, or overloading electrical circuits or extension
18 cords. The SFHA shall terminate this Lease if it determines that any
19 Tenant, Household Member, guest or other person under their control
20 deliberately or negligently caused a fire that resulted in damage to any
21 portion of the Residence or Development. In addition, the SFHA shall
22 assess the costs of repair to the Tenant and shall use all legal remedies
23 to recover such costs.

24 15. PROHIBITION ON UNLAWFUL FIREARMS
25 AND WEAPONS

26 (A) Unlawful ownership, unlawful possession, unlawful
27 transportation or unlawful use of any firearm or any weapon, in or
28 around the Residence, the Development, or SFHA property, by a

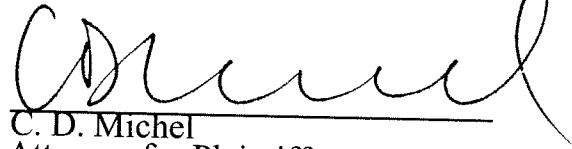
1 Household Member, guest, or other person under the control of a
2 Household Member, is strictly prohibited.

3 (B) Violation of the provisions of this section 15 by any Household
4 Member, guest, or other person under the control of a Household
5 Member, shall be grounds for immediate Lease termination and
6 eviction. The term "firearm" is defined broadly and shall include but
7 not be limited to all pistols, revolvers, other handguns, rifles,
8 shotguns, automatic and semiautomatic guns, and any other instrument
9 that expels a metallic, partly metallic, or other hard projectile,
10 including but not limited to BB guns, air guns and spring action
11 guns."

12 **IT IS SO STIPULATED AND AGREED.**

13 Dated: January 12, 2009

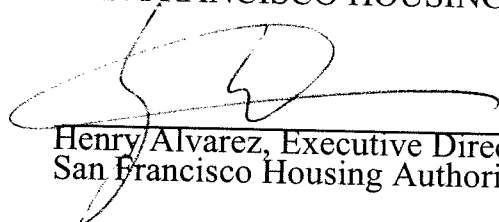
TRUTANICH • MICHEL, LLP

14 
15 C. D. Michel

16 Attorney for Plaintiffs

17
18 Dated: January 6, 2009

SAN FRANCISCO HOUSING AUTHORITY

19 
20 Henry Alvarez, Executive Director
21 San Francisco Housing Authority

22 **PURSUANT TO THE STIPULATION, IT IS SO ORDERED.**

23
24 Date: January ____, 2009

25
26 Honorable Thelton E. Henderson
27 Judge of the District Court of
28